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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PENDELTON DIVISION

ROBERT AND HELEN CORBARI,

Plaintiff(s),

vs.

GRANGE INSURANCE ASSOCIATION,

Defendant(s).

CASE NO.: 2:15-cv-1699

COMPLAINT

Breach of Contract,  
Claim over \$75,000

JURY TRIAL REQUESTED

COMES NOW the Plaintiff, represented by the undersigned attorney, and alleges as follows:

VENUE AND JURISDICTION

1. Plaintiffs live in Malheur County Oregon and are domiciled in Oregon.
2. Defendant is an insurance corporation authorized to issue insurance and conduct business in the State of Oregon, but is a foreign carrier with its principal place of business in King County Washington and headquartered in Washington.
3. This Court has diversity jurisdiction over the parties pursuant to 28 U.S.C.

COMPLAINT

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4. Sections 1332 and 2201. The amount in controversy exceeds \$75,000 exclusive of costs and interest.
5. Under 28 U.S.C. section 1391 and L.R. 3.4., Venue and Jurisdiction is proper in the Pendleton Division of Oregon. The fire loss occurred in Malheur County Oregon and the most convenient location for trial of this matter is in Pendleton Oregon.

FIRST CLAIM FOR RELIEF: BREACH OF CONTRACT

6. Plaintiffs' were the beneficial owners of certain real property located in Malheur County, Oregon, and commonly referred to as 4087 Kiger Road, Jordon Valley, Oregon, hereafter the "premises". Located on this premise was two single family dwellings, one was lived in by plaintiffs.
7. Plaintiffs had purchased a Farmpak insurance Policy from defendant, Policy Number FP01022346, hereafter the "Policy," which was in effect on or about November 22 2014, naming the plaintiffs and Flagg Ranch as the insured.
8. On or about November 22 2014, a fire occurred that damaged a barn on the premises, rendering it useless, and ruining and destroying the contents therein.
9. Under the terms, conditions, limitations and exceptions contained in the policy, the policy provided replacement cost and actual cost value insurance coverage for the structure and the contents located in the barn, plus the expense of debris removal, with additional coverage's under the terms and conditions of the policy from losses due to perils such as fire.
10. Plaintiffs have submitted a claim for the damage caused by this fire.
11. Plaintiffs have done everything on their part under the policy to be performed.

12. Plaintiffs notified an agent of Defendant on or about November 22 2014 of the fire loss.

Defendant began its investigation of this loss at the burn site soon upon receiving notice.

13. Defendant accepted the claim and has made some payments for the damaged barn and debris removal, but defendant has failed, refused, delayed and neglected to pay this claim in full.

14. This failure to pay in full constitutes a breach of the Policy.

15. Defendant's failure and refusal to pay the full amounts due under the policy constitute a breach of the duty of good faith and fair dealing owed under the contract.

16. As a result of the breach of contract by defendant, plaintiffs have suffered damages in the amount:

a. \$80,000 for loss to supplies, tack and other farm, business and personal property;

b. \$20,000 unpaid damages to replace the barn;

17. Plaintiffs are entitled to recover prejudgment interest at the legal rate of 9% per annum that has accrued on each past due benefit under the policy from November 22 2014 until paid.

18. Plaintiffs have been required to retain the services of an attorney in this matter and should be awarded their reasonable attorney fees incurred herein pursuant to ORS 742.061.

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WHEREFORE, Plaintiffs pray that they recover: economic damages as alleged above, costs and disbursements incurred herein, attorney's fees as described above, and any other such relief the Court deems just and proper.

DATED: 9/8/2015

/s/ R. Scott Taylor

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